

REMARKS

Applicants have carefully considered the Office Action dated October 30, 2002 and the references cited therein. Applicants respectfully request reexamination and reconsideration of the application.

Applicants have amended the specification to include a reference to the copending parent application. No new matter is believed added to the application by way of this proposed amendment to the specification.

Claim 20 has been amended to correct a grammatical error. This amendment has not been made to distinguish over any reference of record and no narrowing of any corresponding equivalents to which the amended limitation or claim(s) is/are entitled is intended by these amendments.

Claims 20-23 stand rejected under 35 U.S.C. 102 (a) as being anticipated by Glogau, Jordan (WO9825373), hereafter Glogau. As per claims 20-23, the Examiner has alleged that Glogau discloses a copy protection system/method that protects web sites (web sites or content distributed) and other works in computer readable form from unauthorized access and/or reproduction. The Examiner has alleged that the limitation of "Selling (terms and condition) a server security program to a content provider is disclosed in Glogau (Glogau, abstract, or selling web sites to authorize user, page 19, lines 3-20, terms and condition). The Examiner further has alleged that the limitation of "Selling a plurality of copies for a limited-use program to the content provider for licensing to users wishing to access the content provider is also disclosed in Glogau (Glogau, abstract, page 5, lines 6-20, page 9, lines 22 and 23, page 10, lines 1-24, page 11, lines 1-20, page 19, lines 3-20).

After review of the portions of the Glogau reference provided, Applicants respectfully traverse the rejection as improper. Specifically, to anticipate a claim, a reference must teach every element of the claim (MPEP Section 2131). A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. " *Verdegaal Bros. V. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ...

claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

The Examiner has failed to indicate where Glogau discloses the limitation of "selling a server security program to a content provider" (claim 20, line 3). Such limitation is disclosed in the subject specification (page 16, line 22 - page 17, line 6). The section of the Glogau reference cited by the Examiner as anticipating the recited limitation (Glogau, abstract, or selling web sites to authorize user, page 19, lines 3-20, terms and condition) describes a transaction between an *end user* and a web site (content provider). Conversely, the recited process limitation is performed between a supplier of a server security program and the web site (content provider), not between an end-user and the web site. The Examiner has failed to indicate where Glogau discloses selling of a server security program *to a content provider (e.g. web site/ web site owner)*. The only description in Glogau is of licensing between an *end-user* and the web site. Such activity is distinctly different from that recited in claim 20. Indeed, Glogau specifically recites "The goal of the copy protection system is to ensure that end-users carefully read the license and understand the license terms" (Glogau, page 19, lines 14-15). Accordingly, Applicants respectfully assert that the Examiner has failed to indicate where Glogau discloses all the limitations of claim 20. Accordingly, claim 20 is believed not anticipated by Glogau. Claims 21-23 include all the limitations of claim 20 and are likewise believed not anticipated by Glogau and allowable for at least the same reasons as claim 20.

In addition, for similar reasons, Applicants respectfully assert that the Examiner has failed to indicate where Glogau discloses the limitation of "selling a plurality of copies of a limited-use client program to content provider" (claim 20, line 4). Again, this limitation is disclosed in the subject specification (page 16, line 22 - page 17, line 6). The section of the Glogau reference cited by the Examiner as anticipating the recited limitation (Glogau, abstract, page 5, lines 6-20, page 9, lines 22 and 23, page 10, lines 1-24, page 11, lines 1-20, page 19, lines 3-20) describes a transaction between an *end user* and a web site (content provider) with the rights flowing *from the content provider, not to the content provider*. Conversely, the recited process limitation is performed between a supplier of a limited-use client program and the web site (content provider),

not between an *end-user* and the web site. In the inventive process, the rights flow to the content provider, not from the content provider. The Examiner has failed to indicate where Glogau discloses selling of a plurality of copies of a limited-use client program to content (e.g. web site/ web site owner). Why would an end user in Glogau need a plurality of copies of the same limited-use client program? The only description in Glogau is of licensing between an *end-user* and the web site. Again, such activity is distinctly different from that recited in claim 20. Applicants respectfully assert that the Examiner has failed to indicate where Glogau discloses any of the limitations of claim 20.

New claims 24 -25 recite a method and computer program product, respectively, each of which recites "preventing non-ephemeral reproduction of the downloaded content by the client system until compensation is received" (claim 24, lines 6-7, claim 24, lines 9-10). These claims are believed not anticipated by Glogau or Bramhill on their own respective merits.

In addition the Examiner has alleged that Bramhill et al. (WO9844402), hereafter Bramhill, also reads on claims 20-23 but has not made a formal rejection including either a statutory basis for the rejection or citations to any portion of the disclosure therein. Accordingly, Applicants provide no response to such assertion at this time since Bramhill has not been actually cited against any of the pending claims and the Examiner's assertion does not qualify as a grounds for rejection of the claims.

Applicant believes the claims are in allowable condition. A notice of allowance for this application is solicited earnestly. If the Examiner has any further questions regarding this amendment, he is invited to call Applicant's attorney at the number listed below. The Examiner is hereby authorized to charge any fees or credit any balances under 37 CFR §1.17, and 1.16 to Deposit Account No. 02-3038.

Respectfully submitted,



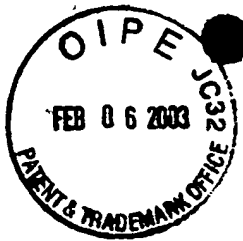
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Version Marked to Show Changes

Please add the following paragraph before line 1 on page 1 of the application, as follows:

Related Applications

This application is a divisional application of copending, commonly assigned U.S. patent application Serial No. 09/393,405, Attorney Docket No. C0011/7002, filed September 10, 1999, by Howard et al., and entitled "LIMITED-USE BROWSER AND SECURITY SYSTEM".

Please substitute the following claims for pending claims with the same numbers.

20. A method of receiving compensation for a security system for protecting content distributed on a network comprising:
- selling a server security program to a content provider; and
 - selling a plurality of copies[for] of a limited-use client program to content provider for licensing to users wishing to access the content.

Please add the following claims.

24. A method of receiving compensation for distributing protected content over a network comprising:
- (A) providing network accessible protected content from a source;
 - (B) authorizing downloading of protected content from a source to a client system; and
 - (C) preventing non-ephemeral reproduction of the downloaded content by the client system until compensation is received.
25. In a computer program product for use with a computer system operatively connectable to a network and capable of distributing protected content over a network,

the computer program product comprising a computer useable medium having

embodied therein program code comprising:

(A) program code for providing network accessible protected content from a source;

(B) program code for authorizing downloading of protected content from a source to a client system; and

(C) program code for preventing non-ephemeral reproduction of the downloaded content by the client system until compensation is received.